

03-21-2003



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U.S. Patent & TMO/c/TM Mail Rcpt Dt. #61

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <p style="text-align: center;">Iron, Inc.</p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State a Washington corporation <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: Wells Fargo Bank, National Association, as administrative agent Internal Address: Inland Northwest ROBO Street Address: 221 N. Wall Street, Suite 910 City: Spokane State: WA Zip: 99201 <input type="checkbox"/> Individual(s) citizenship _____ <input checked="" type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: March 3, 2003					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/161,604 78/161,598 Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			B. Trademark Registration No.(s) 1,485,971 2,289,459 2,473,054		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Maggie Toooh Internal Address: _____ Street Address: O'Melveny & Myers LLP 1999 Avenue of the Stars City: Los Angeles State: CA Zip: 90067			6. Total number of applications and registrations involved: 53 7. Total fee (37 CFR 3.41) \$ 1350.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 500639 (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. <div style="display: flex; justify-content: space-between;"> <div> Maggie Toooh Name of Person Signing 00000042 78161604 </div> <div> Signature </div> <div> March 3, 2003 Date </div> </div> <div style="text-align: right;"> Total number of pages including cover sheet, attachments, and document: 8 </div>					

Repln. Ref: 03/21/2003 GTON11 0009261500
 DAK:500639 Name/Number:78161604
 FC: 9204 \$5.00 CR

03/21/2003 GTON11

01 FC:8521
 02 FC:8522
 03 FC:8523

40.00 DP
 1225.00 DP
 120.00 DP

SF1:498510

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 002620 FRAME: 0228

ATTACHMENT TO RECORDATION COVER SHEET
TRADEMARKS
(ITRON TO WELLS FARGO)

Page 1 of 1

<u>REGISTRATIONS</u>		<u>APPLICATIONS</u>	
1	1,468,865	78/123,321	23
2	1,468,094	78/123,324	24
3	1,899,593	78/123,327	25
4	1,813,409	78/126,650	26
5	1,519,639	78/126,645	27
6	1,921,754	78/126,647	28
7	1,534,229	76/130,560	29
8	1,534,650	76/130,559	30
9	1,620,876	75/873,855	31
10	1,610,462	76/092,517	32
11	2,304,681	76/092,513	33
12	2,468,735	76/092,520	34
13	2,118,096	76/092,519	35
14	2,118,097	76/092,518	36
15	2,119,965	78/068,771	37
16	2,119,964	78/068,768	38
17	2,500,181	78/068,769	39
18	2,494,310	78/068,770	40
19	1,798,513	78/161,593	41
20	1,538,062	78/161,603	42
21	1,780,804	78/197,299	43
22	1,165,405	78/197,303	44
		78/197,301	45

Total Properties: 53

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ITRON, INC., a Washington corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Itron, Inc., a Washington corporation ("Company"), has entered into a Credit Agreement dated as of March 4, 2003 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "Secured Party") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "Lender Interest Rate Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "Interest Rate Exchangers"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 4, 2003 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A attached hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A attached hereto) (the "Trademark Registrations"), all common

law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ITRON, INC.

By: David G. Remington
Name: David G. Remington
Title: Vice President and Chief Financial Officer

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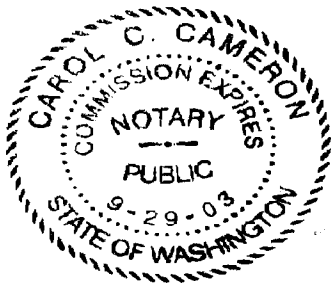
S-1

STATE OF WASHINGTON)
) ss.
COUNTY OF Splaine)

On this 3rd day of March, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David G. Remington, to me known to be the person who signed as V.P. & CFO of

Star, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Carol C. Cameron
(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Splaine
My appointment expires: 9/29/03

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Please see attached.

Iron -- ACTIVE TRADEMARK APPLICATIONS/REGISTRATIONS

Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date	Status
United States	ACCUREAD	9	73/637,873	12/31/1986	1,485,971	04/26/1988	Registered
United States	ADAPTA-LINK	9	78/161,604	09/06/2002			Pending
United States	ADAPTA-LINK	42	78/161,598	09/06/2002			Pending
United States	DATAPAC	9	75/393,287	11/20/1997	2,289,459	10/26/1999	Registered
United States	ENDPOINT-LINK	9	78/123,321	04/22/2002			Pending
United States	ENDPOINT-LINK	38	78/123,324	04/22/2002			Pending
United States	ENDPOINT-LINK	42	78/123,327	04/22/2002			Pending
United States	ENERGYALERT	42	75/873,210	12/17/1999	2,473,054	07/31/2001	Registered
United States	ENSCAN	9	73/637,871	12/31/1986	1,468,865	12/15/1987	Registered
United States	FTEST	9	73/637,872	12/31/1986	1,468,094	12/08/1987	Registered
United States	GENESIS	9	74/076,661	07/09/1990	1,899,593	06/13/1995	Registered
United States	GENESIS BY ITRON	9	74/076,434	07/09/1990	1,813,409	12/28/1993	Registered
United States	ITRON	9	78/126,650	05/06/2002			Pending
United States	ITRON	9	73/719,592	03/29/1988	1,519,639	01/10/1989	Registered
United States	ITRON	9	74/579,424	09/28/1994	1,921,754	09/26/1995	Registered
United States	ITRON	16	73/719,568	03/29/1988	1,534,229	04/11/1989	Registered
United States	ITRON	37	73/719,569	03/29/1988	1,534,650	04/11/1989	Registered
United States	ITRON	38	78/126,645	05/06/2002			Pending
United States	ITRON	42	78/126,647	05/06/2002			Pending
United States	ITRON Stylized)	9	73/269,954	07/14/1980	1,620,876	11/06/1990	Registered
United States	ITRON (Stylized)	9	73/834,080	10/26/1989	1,610,462	08/21/1990	Registered
United States	ITRON and Design	9/42	76/130,560	09/18/2001			Pending
United States	ITRON DATAPAC	9	75/393,288	11/20/1997	2,304,681	12/28/1999	Registered
United States	KNOWLEDGE TO SHAPE YOUR FUTURE	9/42	76/130,559	09/18/2000			Pending
United States	LASERMAZER	9	75/549,129	09/08/1998	2,468,735	07/17/2001	Registered
United States	LD-PLAN	42	75/236,782	02/05/1997	2,118,096	12/02/1997	Registered
United States	LD-PRO	42	75/236,783	02/05/1997	2,118,097	12/02/1997	Registered
United States	LINESOFT	42	75/228,499	01/21/1997	2,119,965	12/09/1997	Registered
United States	MICRONETWORK	9	75/873,855	12/17/1999			Pending
United States	MV-90	9/35	76/092,517	07/20/2000			Pending
United States	MV-COMM	9/35	76/092,513	07/20/2000			Pending

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Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date	Status
United States	MV-PBS	9/35	76/092,520	07/20/2000			Pending
United States	MV-RS	9/35	76/092,519	07/20/2000			Pending
United States	MV-WEB	9/35	76/092,518	07/20/2000			Pending
United States	NIP & TUCK	42	75/228,411	01/21/1997	2,119,964	12/09/1997	Registered
United States	NVANTA	9	78/068,771	06/12/2001			Pending
United States	NVANTA	35	78/068,768	06/12/2001			Pending
United States	NVANTA	38	78/068,769	06/12/2001			Pending
United States	NVANTA	42	78/068,770	06/12/2001			Pending
United States	POWER TO PERFORM	9	76/131,010	09/13/2000	2,500,181	10/23/2001	Registered
United States	POWER TO PERFORM	42	76/131,011	09/13/2000	2,494,310	10/02/2001	Registered
United States	SERVICE-LINK	9	78/161,593	09/06/2002			Pending
United States	SERVICE-LINK	42	78/161,603	09/06/2002			Pending
United States	SYSTEMATIK and Design	9	74/160,692	04/25/1991	1,798,513	10/12/1993	Registered
United States	TELETECH	9	73/758,814	10/20/1988	1,538,062	05/09/1989	Registered
United States	TELETESTER	9	74/228,517	12/05/1991	1,780,804	07/06/1993	Registered
United States	TL-PRO	9	78/197,299	12/23/2002			Pending
United States	TL-PRO DESIGN STUDIO	9	78/197,303	12/23/2002			Pending
United States	CLEAN ELECTRICITY FOR THE 21 ST CENTURY				1,165,405		Registered
United States	TL-PRO DESIGNER	9	78/197,301	12/23/2002			Pending

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